

AG Contract No. KR95 2145TRN
ADOT ECS File No. JPA 95-147
Project: Design Concept Report
Section: US-89A, Cottonwood -
Clarkdale

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 27 November, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to participate in a
Design Concept Report study to develop highway improvement
alternatives for the future widening of the US-89A roadway from
2 to 5 lanes, in the vicinity of MP 349.0 to MP 351.2, at an
estimated cost of \$150,000.00, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20317</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/27/95</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky D. Guenewald</u>

II. SCOPE OF WORK

1. The State will:

a. Be the lead agency for the Project, and by modification to an existing on-call consultant contract, accomplish the Project. Provide copies of consultant project report(s) and incorporate County review comments, and provide the final report to the County. Be responsible for any consultant claims for extra compensation.

b. Be responsible for the cost of the Project in an amount estimated at \$50,000.00. Upon execution of this agreement, invoice the County for the County share of the Project in the amount of \$100,000.00.

2. The County will:

a. Review consultant project report(s) and provide comments.

b. Upon execution of this agreement and receipt of an invoice, deposit with the State \$100,000.00 as the County portion of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payment; provided, however, that this agreement may be cancelled at any time prior to the award of a consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
County Administrator
255 E. Gurley Street
Prescott, AZ 86301

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Carlton L. Camp
CARLTON L. CAMP, Chairman
Board of Supervisors

By Peter L. Eno
PETER L. ENO
Contract Administrator

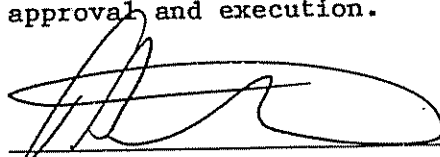
ATTEST

By Bev Staddon
BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 15th day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the the preparation of a design concept report for improvements contemplated to US-89A from Cottonwood to Clarkdale.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to be 'Larry S. Bonine', written over a horizontal line.

for LARRY S. BONINE
Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: October 10, 1995.

The entry in the said minutes:

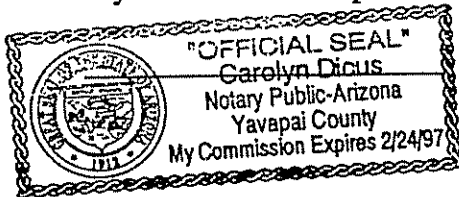
Public Works Director Richard Straub appeared before the Board to request approval of an intergovernmental agreement with ADOT for a design concept report study to develop highway improvement alternatives for future widening of Highway 89A in the Clarkdale area at a total estimated cost of \$150,000. He said that the state portion is \$50,000 and the County portion is \$100,000. Upon a motion by Supervisor Feldmeier, seconded by Supervisor Brownlow, and with no comments from the public, the Board voted unanimously to approve the request.

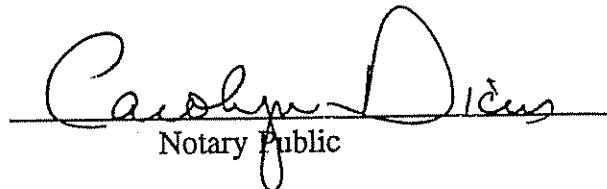


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me October 23, 19 95.

My Commission Expires:



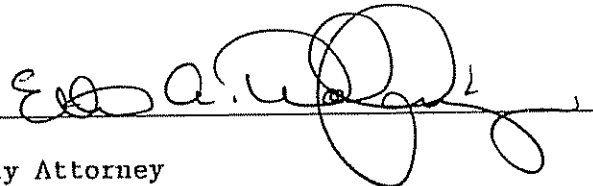

Notary Public

JPA 95-147

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27th day of OCTOBER, 1995.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2145-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of November, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
8957G/69